Young v. *Kimball*, 59 N. H. 446; *contra*, *Macomber* v. *Parker*, 14 Pick. (Mass.) 497. Delivery to third persons as agents of the pledgee is universally held to create a lien for the pledgee; and this rule has been applied even when such agent was the pledgor's employee. *Sumner* v. *Hamlet*, 12 Pick. (Mass.) 76. The principal case properly refused to allow an extension of this doctrine which would permit nominal possession by an employee to be a shield for actual control by the pledgor, enabling him fraudulently to obtain additional credit upon encumbered assets.

POLICE POWER — REGULATION OF BUSINESS AND OCCUPATIONS — PROHIBITION OF NIGHT WORK BY WOMEN IN FACTORIES. — A New York statute provided that no female should be employed or permitted to work in any factory before six o'clock in the morning or after nine o'clock in the evening. *Held*, that the statute is unconstitutional. *People* v. *Williams*, 189 N. Y. 131.

This decision affirms the decision of the lower court, commented upon in 20 HARV. L. REV. 653.

POLICE POWER — REGULATION OF PROPERTY AND USE THEREOF — STATUTE INVALIDATING LICENSE CONTRACTS OF PATENTEES. — Proposed legislation declared criminal and void the sale or rental of tools or machinery on terms which forbade the vendee or lessee to obtain another article for the same operation, or for other steps in the same process, or materials to be used in the process, from any other than the vendor or lessor. *Held*, that the application of such legislation to the sale or rental of patented articles is constitutional. *Opinion of the Justices*, 193 Mass. 604.

The right of a patentee to dictate the terms on which the patented article may be used by a public service company, is subject to state legislation regulating such companies. *State* v. *Bell Tel. Co.*, 36 Oh. St. 296; *contra*, *Am. Rapid Tel. Co.* v. *Conn. Tel. Co.*, 49 Conn. 352. The application of state legislation prohibiting monopolistic contracts to restrictions imposed by a patentee upon his licensee appears to be without precedent, but not unconstitutional as infringing on federal authority. For the secondary monopolies contemplated by the prohibited contracts are not logically incident to the principal monopoly and within the protection of the federal grant. *Contra*, *Heaton-Peninsular, etc., Co.* v. *Eureka, etc., Co.*, 77 Fed. 288. But legislative interference with contracts must be clearly for the public welfare. *Commonwealth* v. *Strauss*, 191 Mass. 545. License-contracts more or less similar to those in question, have been held not to be opposed to public policy, or within the intended scope of federal anti-trust laws. *Bement* v. *Nat'l Harrow Co.*, 186 U. S. 70; *U. S., etc., Co.* v. *Griffin, etc., Co.*, 126 Fed. 364. Moreover, the practical benefit of prohibiting the secondary monopolies would be confined to a few rival manufacturers, since the patentee would still control the price of the principal article. This application of the proposed legislation does not clearly advance the public welfare, and therefore is a doubtful exercise of the police power.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE CONTRACT. — The defendant, a hotel-keeper, contracted with the plaintiff telephone and telegraph company that it should have an exclusive right to install telephones in the hotel. *Held*, that the contract is void. *Central N. Y. Telephone & Telegraph Co.* v. *Averill*, 105 N. Y. Supp. 378 (Sup. Ct.).

The reasoning of the court is that this contract tends to suppress competition so as to threaten the public welfare. The validity of such contracts is said to be based primarily on public policy. *Gibbs* v. *Consolidated Gas Co.*, 130 U. S. 396. Contracts similar to the one under discussion, when between private individuals who are not competitors, are held valid. *Ferris* v. *American Brewing Co.*, 155 Ind. 539. But where there is any tendency to stifle competition between parties engaged in a public service, they are void. *W. U. Tel. Co.* v. *Am. Union Tel. Co.*, 65 Ga. 160. Telephone and telegraph companies are public institutions, deeply involving the public interest, and consequently

the authorities hold any restraint on their service to be against public policy. *Cumberland, etc., Co.* v. *Morgan's Louisiana, etc., R. R. Co.*, 51 La. Ann. 29. A South Carolina case identical with the present case reached the same result. *Gwynn* v. *Citizens' Telephone Co.*, 69 S. C. 434. It might well be argued, however, that, had the contract been for a telephone in a private house, the public welfare is not involved, since the contracting party is the only person directly deprived of the benefits of competition. But granting this argument, the present contract might be held void as a violation of an innkeeper's duty to his guests.

RIGHT OF PRIVACY — INFRINGEMENT — UNAUTHORIZED USE OF NAME AND PICTURE FOR PURPOSES OF TRADE. — A famous inventor sought to restrain a drug manufacturer from using his name, picture, and pretended certificate without his consent. *Held*, that the plaintiff, though not a trade competitor, is entitled to relief. *Edison* v. *Edison Polyform Mfg. Co.*, 67 Atl. 392 (N. J., Ct. of Ch.).

A man has no right of property in his name. *Dockrell* v. *Dougall*, 80 L. T. Rep. (N. S.) 556. But it has been said that he may invoke equity to protect him from exposure to litigation or liability caused by its unauthorized use. *Walter* v. *Ashton*, [1902] 2 Ch. 282. Protection has also been granted where the plaintiff's professional reputation is endangered. *Mackenzie* v. *Soden, etc., Co.*, 27 Abb. N. C. (N. Y.) 402. In the case under discussion, however, the risk of pecuniary loss seems, at the most, shadowy; nor does there clearly appear here any damage to the plaintiff's professional reputation. The relief granted to this plaintiff of world-wide repute, who suffers no actual or prospective damage, must therefore be based on the broad ground of his right to be free from unjustifiable commercial exploitation of his non-corporeal personality. As to the picture, this case turns the scale of American authority in what is probably the right direction. See *Pavesich* v. *New England, etc., Co.*, 122 Ga. 190; *contra*, *Roberson* v. *Rochester, etc., Co.*, 171 N. Y. 538; *Corelli* v. *Wall*, 22 T. L. R. 532. As to the name and non-libellous misrepresentation, an important advance is marked in the establishment and definition of the right of privacy.

SURETYSHIP — SURETY'S DEFENSES — VARIATION FROM CONTRACT. — By an agreement between the principal and the obligee for a variation in the construction of a two-story building, the cost was increased $700. The principal defaulted. *Held*, that the surety is not released. *Prescott Nat'l Bank* v. *Head*, 90 Pac. 328 (Ariz.).

Much of the confusion in the authorities on this question of change of an assured contract has arisen from failure to keep clear the distinction between an alteration of the original document and a mere variation from it. Any alteration or substitution of a new document for the old, whether detrimental to the surety or not, gives him a legal defense. *Ziegler* v. *Hallahan*, 126 Fed. 788. But if the parties, without the surety's consent, make a parol collateral agreement varying the actual performance of the original contract, the surety's defense, if any, is equitable, since a written contract cannot be varied by a parol agreement. See 16 HARV. L. REV. 511. It follows that the variation must threaten substantial harm to the surety to give him equitable relief. *Dunn* v. *Parsons*, 40 Hun. (N. Y.) 77. A change in the construction of a building whereby the cost is only slightly increased is not sufficient. *Hohn* v. *Shideler*, 164 Ind. 242. But it has been held in a similar case that a change in the construction at an increased cost of eighty-eight dollars released the surety. *Fullerton Lumber Co.* v. *Gates*, 89 Mo App. 201. In the present case the increase seems substantial and to justify equitable relief, and the decision is opposed to the weight of authority.

TAXATION — WHERE PROPERTY MAY BE TAXED — SITUS OF PROMISSORY NOTES. — A New York creditor loaned large sums to Ohio debtors. The notes evidencing these debts were kept with an agent of the creditor in